

## Event Summary - Specialized Driver Evaluation and Training and Vehicle Modification Prescriptions

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|------------------------|----------------------------|----------------------|-------------------------------|
| <b>Type</b>            | RFP - Request for Proposal | <b>Number</b>        | 005-RFP-1942-2026             |
| <b>Organization</b>    | DASlowa                    | <b>Currency</b>      | US Dollar                     |
| <b>Event Status</b>    | Pending                    | <b>Department</b>    | Administrative Services - DAS |
| <b>Exported on</b>     | 9/15/2025                  | <b>Exported by</b>   | Katelyn Howells               |
| <b>Estimated Value</b> | -                          | <b>Payment Terms</b> | 0% 0, Net 60                  |

### Bid and Evaluation

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|                         |       |                                |    |
|-------------------------|-------|--------------------------------|----|
| <b>Respond by Proxy</b> | Allow | <b>Use Panel Questionnaire</b> | No |
| <b>Sealed Bid</b>       | Yes   | <b>Auto Score</b>              | No |
|                         |       | <b>Cost Analysis</b>           | No |
| <b>Alternate Items</b>  | No    |                                |    |

### Visibility and Communication

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**Visible to Public** Yes

**Enter a short description for this public event**

*The State of Iowa seeks qualified respondents to provide Specialized Driver Evaluation and Training and Vehicle Modification Prescriptions.*


### Commodity Codes

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| <b>Commodity Code</b> | <b>Description</b>                              |
|-----------------------|---|
| 99032                 | Driver's License Services                       |
| 47078                 | Training and Recreational Aids for the Disabled |
| 78546                 | Driver Training Materials                       |
| 94886                 | Therapy and Rehabilitation Services             |

### Event Dates

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|                      |   |
|----------------------|---|
| <b>Time Zone</b>     | CDT/CST - Central Standard Time (US/Central)  |
| <b>Released</b>      | -   |
| <b>Open</b>          | 9/17/2025 12:00 PM CDT  |
| <b>Close</b>         | 10/15/2025 2:00 PM CDT  |
| <b>Sealed Until</b>  | 10/15/2025 2:00 PM  |
|                      |  Show Sealed Bid Open Date to Vendor |
| <b>Q&amp;A Close</b> | 10/1/2025 4:00 PM CDT   |

### Event Users

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**Event Creator**

**Katelyn Howells**

[katelyn.howells@iowa.gov](mailto:katelyn.howells@iowa.gov)

Phone +1 515-721-7856

## Description

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It is advised to "Save Progress" often and especially after uploading documents.

**NOTE: Anytime the Respondent opens their bid after the initial submission, they MUST certify and resubmit. No information will be lost from the initial submission.**

**NOTE: Respondent must approve and resubmit their Proposal after an amendment has been posted by the Issuing Officer. If the Proposal was submitted before the amendment, all information will be saved. The Respondent only needs to read and acknowledge the amendment.**

**Instructions for Amendments:** Answer the newly posted question in the Questions Section, and CERTIFY and SUBMIT your proposal again (if previously submitted).

## Background

Iowa Vocational Rehabilitation Services (IVRS) is a division under Iowa Workforce Development and provides a variety of services that assist eligible Iowans with disabilities in finding and maintaining employment. Specialized driver evaluation, training and vehicle modification services are supported when an eligible individual requires these services to reach their employment goal. IVRS purchases these services from qualified entities. There are currently three contracted entities that provide these services; two that provide no tech and low tech and one that provides no tech, low tech and high tech. IVRS has an ongoing need for entities that can provide these services.

## Objectives

The purpose of this Request for Proposals (RFP) is to select qualified Driver Rehabilitation Professionals, Driver Rehabilitation Specialists, Certified Driver Rehabilitation Specialists, or Occupational Therapist Driver Rehabilitation Specialists to provide the following services in support of eligible Iowa Vocational Rehabilitation Services Job Candidates in the no-tech, low-tech, and high-tech ranges of adaptive equipment needs:

- Comprehensive driver evaluation and written report;
- Individualized driver training and written progress reports;
- Vehicle modification prescription for vehicle modification and adaptive equipment needs;
- Evaluation and training provided using adaptive driving equipment that meets the needs of the Job Candidate and their disability;
- Provision of services at the Job Candidate's current residential location within Iowa.

All services will be funded through a federal formal grant from the Rehabilitation Services Administration, Office of Special Education and Rehabilitation Services, U.S. Department of Education. There is no non-governmental funding for the provision of these services.

**The State reserves the right to award multiple Agreements following this RFP.**

## Contract Term

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms for a total contract term not to exceed six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.



## **Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

## **Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“AOTA” means American Occupational Therapy Association.

“ADED” means the Association for Driver Rehabilitation Specialists.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

“Certified Driver Rehabilitation Specialist (CDRS)” means an individual who has successfully completed the CDRS exam and achieved this credential through ADED.

“Driver Evaluation” means a comprehensive assessment of an individual’s ability to safely operate a motor vehicle.

“Driver Rehabilitation Professional (DRP)” means an individual who has achieved the DRP micro credential through ADED.

“Driver Rehabilitation Services” means specialized services provided by an individual with specialized training and certifications.

“Driver Rehabilitation Specialist (DRS)” means an individual who has training and experience in providing driver rehabilitation services but does not have certification.

“Driver Training” means training that is specialized and individualized to meet an individual’s disability needs.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“High Tech” means adaptive equipment using advanced technology to alter primary and secondary controls that interface with the vehicle’s electrical system.

“Iowa DOT” means Iowa Department of Transportation.

“IVRS” means Iowa Vocational Rehabilitation Services.

“Job Candidate (JC)” means an individual with a disability that has been determined eligible for vocational rehabilitation services.

“Low Tech” means adaptive equipment and aids with primary controls that are typically manual and secondary controls through remote or other devices.

“No Tech” means no adaptive equipment is needed or adaptive aids that do not affect either primary or secondary controls.

“Occupational Therapist” means a licensed OT with additional training or certifications in driving and community mobility through American Occupational Therapy Association (AOTA).

“Occupational Therapist Driver Rehabilitation Specialist (OT DRS)” means an individual trained to assist disabled individuals through the therapeutic use of everyday activities and who has specific training in the area of driver rehabilitation.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Vehicle Modification Prescription” means a document that outlines the specific adaptive equipment and modifications needed in a vehicle.

## **Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for the submission of a comprehensive Proposal.

**Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with the evaluation and selection criteria provided in this RFP.

2 ★ **Instructions To Vendor :**

Respondent shall read the Administrative Information.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

## **Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

## **Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided below. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

## **Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and IMPACS Electronic Procurement System. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

## **Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

## **Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarification regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in IMPACS on or before the date and time listed. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents in IMPACS.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **Pre-Proposal Conference (optional)**

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be added to the solicitation in the IMPACS Electronic Procurement System.

## **Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The Proposal must be updated and submitted using IMPACS. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposal(s).

## **Submission of Proposals**

Respondents must submit Proposals in the State's IMPACS Electronic Procurement System before the "Proposals Due" date and time listed on the RFP cover sheet. This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent. Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to the number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

## **Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

## **No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

## **Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

The Respondent fails to deliver the Cost Proposal in a separate file.

The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

The Respondent's Proposal limits the rights of the Agency.

The Respondent fails to include information necessary to substantiate that it will be able to meet a mandatory specification of the RFP.

The Respondent fails to timely respond to the Agency's request for information, documents, or references.

The Respondent fails to include proposal security, if required.

The Respondent fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee as provided in the Contract Terms and Conditions and in IMPACS.

The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.

The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.

The Respondent provides misleading or inaccurate responses.

The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State due to high prices on particular line items.

There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.

The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3

### **Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

### **Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

### **Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualification of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

### **Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

### **Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in the rejection of the Proposal.

### **Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

### **Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless the Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.

### **Copyright Permission**

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third-party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

### **Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

## **Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

## **Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with the Evaluation Guidelines of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

## **Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

## **No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

## **Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

## **Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

## **Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## **No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

## **Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

## **Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

3 ★ **Instructions To Vendor :**

Respondent shall read the Evaluation Guidelines.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

## Introduction

This Section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

## Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to another person or entity that must approve the recommendation.

## Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all mandatory specifications and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

Technical Proposals will be evaluated based on the following criteria:

| <b>ROUND 1</b>                                  | <b>RFP Section</b>       |                        |
|---|--------------------------|------------------------|
| Mandatory Specifications                        | Specifications Section 2 | Pass/Fail              |
| <b>ROUND 2*</b>                                 | <b>RFP Section</b>       | <b>Possible Points</b> |
| Experience                                      | Exhibit 3                | 150                    |
| Vehicles and Equipment                          | Exhibit 5                | 50                     |
| Services Provided                               | Exhibit 6                | 150                    |
| Personnel                                       | Exhibit 7                | 100                    |
| Capacity  | Exhibit 8                | 150                    |
| Sample Reports                                  | Exhibit 11               | 100                    |
| <b>Total Possible Technical Proposal Points</b> |                          | <b>700</b>             |
| <b>ROUND 3</b>                                  | <b>RFP Section</b>       | <b>Possible Points</b> |
| Cost Proposal                                   | Requirements Section 1.3 | 300                    |
| <b>ROUND 4**</b>                                | <b>RFP Section</b>       | <b>Possible Points</b> |
| Presentations/Interviews                        |                          | TDB                    |

\*A Respondent must score a minimum Technical Score of 450 points to be eligible for the next round of evaluation and consideration for award.

\*\*If Presentations/Interviews are needed, Scoring Criteria for this portion will be disseminated to those Respondents invited for this Round of scoring.

### **Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondents upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =

Technical Evaluation Points Received x Maximum Points in Cost Evaluation

Technical Evaluation Points Possible

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =

Lowest Cost Proposal Received x Points Possible for Respondent

Cost Proposal Being Evaluated

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

### **Tied Score and Preferences**

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

Preferences required by applicable statute or rule shall also be applied, where appropriate.

4 ★ **Instructions To Vendor :**

Respondent shall read the Contract Terms and Conditions

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

## **Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after

an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

### **Contractual Terms and Conditions - No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

#### **Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

#### **Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

#### **Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **Unliquidated Expenses (i.e. Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

#### **Special Terms and Conditions**

##### **Term Length**

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms, for

a total contract term not to exceed six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than ninety (90) days before the end of the Contract's then-current term.

## **Payment Terms**

## **Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.

## **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

## **State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

## **Credit Card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

## **Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to ensure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

- Contractor shall shred any documentation with credit card numbers.

**Payment Terms**

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor

**Respondent Discounts**

Respondent shall state in their Cost Proposals whether they offer any payment discounts.

**Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

**Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth in Iowa Administrative Code chapter 11-41.

**Insurance**

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

| <b>Type of Insurance</b>  | <b>LIMIT</b>            | <b>AMOUNT</b>          |
|---|-------------------------|------------------------|
| General Liability (including contractual liability) written on an occurrence basis    | General Aggregate       | \$2 million            |
|   | Products –              |                        |
|   | Comp/Op Aggregate       | \$1 Million            |
|   | Personal injury         | \$1 Million            |
| Automobile Liability (including contractual liability) written on an occurrence basis | Each Occurrence         | \$1 Million            |
|   | Combined single limit   | \$1 Million            |
| Excess Liability, Umbrella Form   | Each Occurrence         | \$1 Million            |
|   | Aggregate               | \$1 Million            |
| Property Damage   | Each Occurrence         | \$1 Million            |
|   | Aggregate               | \$1 Million            |
| Workers Compensation and Employer Liability   | As Required by Iowa law | A required by Iowa law |

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

## **Quarterly Report**

The Contractor shall provide an electronic detailed quarterly report on all services provided under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Katelyn Howells, Katelyn.Howells@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of service, customer name and address, full product/service description, invoice number, unit and extended invoice prices. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

## **Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as a separate attachment (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

5 ★ **Instructions To Vendor :**

Respondent shall read and make certifications of their Proposal.

**Certification**

I certify that the contents of the Proposal submitted are true and accurate.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

## **Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

## **Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

## **Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Respondent is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent's Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

6 ★ **Instructions To Vendor :**

Respondent shall read and authorize to release information for their Proposal.

**Certification**

I certify that I have read and agree to the Authorization to Release Information above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

Respondent hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

## Buyer Attachments

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005-RFP-1942-2026 Specialized  
Driver Training Submission  
Requirements.pdf

005-RFP-1942-2026 Specialized  
Driver Training Submission  
Specifications.pdf

005-RFP-1942-2026 Specialized  
Driver Training Submission  
Requirements.pdf

005-RFP-1942-2026 Specialized  
Driver Training Submission  
Specifications.pdf

../Attachments/005-RFP-1942-2026  
Specialized Driver Training  
Submission Requirements.pdf

../Attachments/005-RFP-1942-2026  
Specialized Driver Training  
Submission Specifications.pdf

Page 1

Group 1: Form of Response

- 1.1 Confidential Treatment of Information - Is Respondent requesting confidential treatment of specific information? ★  
 Yes/No  
 Form 22 - RFP - ../Attachments/QuestionAttachments/RFP - Form 22 rev..pdf
- 1.2 A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION, and (4) submit a "Public Copy" from which the confidential information has been excised. ★  
 File Upload  
 Form 22 - RFP - ../Attachments/QuestionAttachments/RFP - Form 22 rev.(1).pdf
- 1.3 Respondent must attach separate Technical Proposal file. ★  
 File Upload
- 1.4 Respondent must attach separate Cost Proposal file. ★  
 File Upload
- 1.5 Respondent shall indicate if Artificial Intelligence (AI) was used in the creation of the proposal. ★  
 Yes/No
- 1.6 Respondent shall indicate if Artificial Intelligence will be used in the rendering of services following this RFP. ★  
 Yes/No

Group 2: Respondent Background Information

- 2.1 Enter the name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal. ★  
 Text (Multi-Line)
- 2.2 Enter the Respondent's contact name, address, telephone number, fax number and e-mail address including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers. ★  
 Text (Multi-Line)
- 2.3 Enter the Respondent's State or Foreign Country of Residence. ★  
 Text (Single Line)
- 2.4 Respondent shall enter the Resident Preference given by the State or Foreign Country of the Respondent's residence. Enter the resident preference in the text box or indicate "no preference". ★  
 Text (Single Line)
- 2.5 Enter the Respondent's Form of business entity, e.g., corporation, partnership, proprietorship, or LLC. ★  
 Text (Single Line)
- 2.6 Enter the Respondent's state of incorporation, state of formation, or state of organization. ★  
 Text (Single Line)

- 2.7 Respondent shall provide the location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP. ★  
Text (Multi-Line)
- 2.8 Enter the number of employees employed by Respondent. ★  
Text (Single Line)
- 2.9 Enter Respondent's type of business. ★  
Text (Single Line)
- 2.10 Enter the name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform. ★  
Text (Multi-Line)

### Group 3: Termination, Litigation, and Debarment

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- 3.1 Has the Respondent had a contract for goods and/or services terminated for any reason? ★  
Yes/No
- 3.2 If so, provide full details regarding the termination. ★  
Text (Multi-Line)
- 3.3 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments. ★  
Text (Multi-Line)
- 3.4 Provide a list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party. ★  
Text (Multi-Line)

### Group 4: Terms and Conditions

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- 4.1 Respondent shall read the Terms and Conditions for SERVICES and enter a response. ★  
Dropdown List (Pick One)  
Respondent accepts the Terms & Conditions  
Respondent has Exceptions to the Terms & Conditions  
Respondent does NOT accept the Terms & Conditions  
SERVICES Terms and Conditions 05.1.16 - ../Attachments/QuestionAttachments/SERVICES Terms and Conditions 05.1.16.pdf
- 4.2 A Respondent requesting Exceptions to the Terms and Conditions shall submit a copy of the Terms and Conditions with the requested edits. Submission of this document is not a guarantee that the State of Iowa will accept the requested edits. ★  
File Upload
- 4.3 Respondent shall read the Federal Terms and Conditions and enter a response. ★  
Dropdown List (Pick One)  
Respondent accepts the Terms & Conditions  
Respondent has Exceptions with the Terms & Conditions  
Respondent does NOT accept the Terms & Conditions  
Terms and Conditions for Federal Compliance - ../Attachments/QuestionAttachments/Terms and Conditions for Federal Compliance.pdf
- 4.4 A Respondent requesting Exceptions to the Terms and Conditions shall submit a copy of the Terms and Conditions with the requested edits. Submission of this document is not a guarantee that the State of Iowa will accept the requested edits. ★  
File Upload

- 4.5 By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion. ★
- Dropdown List (Pick One)
- Respondent agrees
  - Respondent does NOT agree to the Terms
  - Respondent agrees and will submit Exceptions
- 4.6 A Respondent requesting Exceptions to the Terms and Conditions shall submit a copy of the Terms and Conditions with the requested edits. Submission of this document is not a guarantee that the State of Iowa will accept the requested edits. ★
- File Upload
- 4.7 The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract. ★
- Dropdown List (Pick One)
- Respondent Agrees
  - Respondent does NOT agree to the Terms
  - Respondent agrees and will submit Exceptions
- 4.8 The Respondent shall guarantee the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals. ★
- Dropdown List (Pick One)
- Respondent agrees
  - Respondent does NOT agree to the Terms
  - Respondent agrees and will submit Exceptions
- 4.9 Awarded Respondent will be required to register to do business in Iowa before payments can be made. ★
- For Contractor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>
- Yes/No